

GENERAL SALES CONDITIONS OF BRENNTAG POLSKA SP. Z O.O.

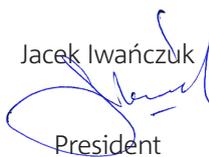
VALID FROM JUNE 10, 2020

1. These General Sales Conditions apply to all Seller' sales contracts, irrespective of the manner of their execution, and they derogate any other standard form contracts or general terms and conditions. Any terms and conditions that have not been provided herein apply on the basis of the express written consent of the Seller and the Buyer.
2. When executing a sales contract, the Buyer agrees to comply with all of the applicable legal standards concerning the purchase, transport and use of the goods sold by the Seller.
3. The Buyer agrees, at all times during the purchase, transport, use and reselling of the goods sold by the Seller, to comply with all of the applicable restrictions, sanctions and prohibitions set out by the UN, USA and European Union as well as any other states or international bodies if such other state and international body provides for restrictions, sanctions or prohibitions that may be applied to the activity of the Seller or other the Brenntag group companies. In particular, the Buyer undertakes not to use or resell the goods sold by the Seller for the benefit of states, organizations or individuals to which restrictions, sanctions and prohibitions described in the preceding sentence apply.
4. Partial deliveries are permitted. Each delivery is treated as a separate dispatch. Goods dispatched note (WZ document) and/or CMR bill of consignment issued by the Seller shall be considered as documents of delivery, containing a date of products' dispatch from the warehouse, order number and product specification in accordance with order confirmation. The Buyer is obliged to confirm the collection of goods at delivery documents.
5. The discrepancy between delivered quantity of the product and quantity declared by the Seller and confirmed by a delivery document no greater than 3% is permissible. The Buyer is obliged to accept the delivery in case of such a discrepancy. In case the discrepancy described in preceding sentences occurs, the Buyer is obliged to pay the purchase price calculated on the basis of the quantity of the goods delivered by the Seller.
6. The goods which are energy products within the meaning of the Act of 6 December 2008 on Excise Duty (consolidated text in the Journal of Laws of 2020item 722), other than energy products referred to in Article 89 sections 1-13 of this Act, are sold by the Seller with a zero excise duty rate for purposes other than heating, as additives or admixtures for heating fuel, for propulsion of internal-combustion engines, as additives or admixtures for motor fuel, to entities that fulfill the conditions entitling them to apply this rate, unless the contract between the Seller and the Buyer stipulates otherwise.
7. If the activity of the Buyer of the goods, referred to in paragraph 6, will cause that the Seller shall not be entitled or lose the right to apply a zero excise duty rate to these goods, the Seller shall charge the Buyer with the amount equal to excise duty and fuel duty, including interest and other costs associated with the obligation to pay excise duty and fuel duty.

8. Products are released from the warehouse to the Buyer or its carrier, or delivered to the Buyer on Seller's order, in compliance with the rules specified in the safety instructions Safety Rules on the Premises of Brenntag Polska Sp. z o.o. available on the Seller's website <https://www.brenntag.com/en-pl/offer/terms-of-cooperation/index.jsp>
9. The Seller is not responsible for delays in delivery arising from any event of Force Majeure, understood as any event beyond the Seller's control, which may hinder or prevent him from the timely execution of delivery, such as war, flood, earthquake, fire and other natural disaster, epidemic state, riot, strike, sabotage, explosion, organized employees dispute, national defense order, regulation or direction, regardless of its legal effectiveness, extraordinary breakdown, impossibility to obtain electricity supplies, energy of other kind, raw materials, labor work, equipment, means of transport or any other or similar unforeseen event, which cannot be avoided even with due diligence of the Seller.
10. The Seller shall issue a VAT invoice in accordance with the applicable provisions of the Polish Act on VAT and the Polish Act on Excise Tax.
11. Receivables of the Seller are supervised by a company specializing in receivables management. In the event of delays in payment, the Seller reserves the right to withhold further deliveries and also charge the Buyer with statutory late payment interest.
12. The Buyer delivers to the Seller the product in the returnable packaging. Title to such returnable packaging shall pass to the Buyer once the product is released to the Buyer. The rules relating to the trade in returnable packaging are set out in General Terms and Conditions for Returnable Packaging Handling available on the Seller's website <https://www.brenntag.com/en-pl/offer/terms-of-cooperation/index.jsp>

The Buyer is obliged to return the returnable packaging to the Seller within 40 days from the date of product purchase. After this date, the Seller reserves the right to regard the packaging as sold and charge the Buyer with an amount equal to price specified in The Returnable Packaging Price List available on the Seller's website <https://www.brenntag.com/en-pl/offer/terms-of-cooperation/index.jsp>
13. The delivery of the product shall be made by the Seller through its relevant selected carrier. Quantity receipt shall be made upon the product's delivery. In the event the Buyer states discrepancies between delivered quantity of the product and quantity declared by the Seller as confirmed by a delivery document, other than the discrepancy described in paragraph 5, a claim protocol must be drafted during the unloading procedure, signed by the Buyer's representative and the carrier, or else the quantity claim shall be left without examination and the Buyer shall lose all the rights to claim thereto.
14. In case of deliveries performed or mandated by the Buyer, the Buyer is not allowed to pursue any claims against the Seller due to quantity discrepancies.
15. The Seller is responsible solely for the lack of compliance of the goods sold with accepted specification. The Seller warrants only that the product is fit for ordinary use as specified in its material safety data sheet, but he does not warrant in any way whatsoever that the product is fit for a particular purpose intended by the Buyer.

16. In the event of any discrepancies in quality of the delivered product and accepted specification, the Buyer is obliged to inform the Seller in writing without delay, however no later than within 14 days from the day of product receipt, or else the quality claim shall be left without examination and the Buyer shall lose all the rights to claim thereto. If the defect is detected after 14 days (latent defect), the Buyer is obliged to inform the Seller immediately, however no later than within 3 days from its detection.
17. A claim should be confirmed by official documents (official certificate of weigh, bill of consignment, quality certificate, etc.). The Buyer's claim cannot exceed the value of claimed products.
18. The Seller shall inform the Buyer of the manner the claim is settled within 14 (fourteen) days from the date of receiving the claim protocol.
19. If the Seller accepts the claim, he is obliged to replace the lot of products on former conditions or to grant an appropriate discount. The Buyer has no right to claim further, especially to claim further compensation, coverage of lost profits, etc. Return or sale of the products at the Seller's account may be possible at its written consent.
20. Polish law applies to the sales on the basis of these General sales conditions. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded. The provisions of the Polish Civil Code shall apply to any matters not governed by these conditions. Any disputes arising in connection with order performance shall be resolved by the court competent for the Seller's registered office.
21. The Seller reserves the right to amend these General sales conditions.

Jacek Iwańczuk

President

Andrzej Wojtaś

Board Member